

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
VOX FUNDING LLC,

Plaintiff,

-against-

CXOSYNC LLC D/B/A CXOSYNC et al,

Defendants.
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Index No.: 504456/2024

**AFFIRMATION OF
SERVICE**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

YESHAYA GORKIN, an attorney duly admitted to practice law before the Courts of the State of New York, hereby affirms, under the penalty of perjury, as follows:

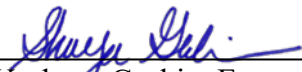
I am a partner of Ainsworth Gorkin PLLC, attorneys for Plaintiff, am over the age of 18, am not a party to this action, and am a resident of the State of New York.

On, 2/29/2024, I caused to be served a true and accurate copy of the NOTICE OF ELECTRONIC FILING and SUMMONS WITH NOTICE upon CXOSYNC LLC D/B/A CXOSYNC, by certified mail, return receipt requested, by depositing the same in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York designated for that purpose, addressed to:

CXOSYNC LLC D/B/A CXOSYNC
1900 E GOLF RD STE 500, SCHAUMBURG, IL 60173

The forgoing method of service was authorized by Defendants under the Merchant Agreement, which is the subject to the dispute herein (a copy of which is attached hereto as **Exhibit A**). The Appellate Division, Second Department has held that service of process by mail as per the terms of a written agreement is sufficient and reasonably calculated to apprise a defendant of the pendency of a lawsuit. *See Matter of New York Merchants Protective Co., Inc., v. Mima's Kitchen, Inc.*, 114 A.D.3d 796 (2d Dep't 2014); *see also, Matter of Fernandez (Universal Underwriters Ins.) Co.*, 130 A.D. 2d 657 (2d Dep't 1987).

Dated: New York, New York
March 1, 2024


Yeshaya Gorkin, Esq.